



SafePersonnel Training System Subscription Agreement

Scenario Learning LLC Software As A Service Subscription Agreement of SafePersonnel Online Staff Training System for The City of Newport

Scenario Learning LLC ("SL") agrees to make available to The City of Newport, for The City of Newport's use, the SafePersonnel Online Staff Training System (the "System") owned and operated by SL at the price of \$1,236.00 for the period beginning Aug 01, 2016 (the "Effective Date") and ending Aug 01, 2017 (the "Renewal Date") pursuant to the terms of this agreement (this "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SYSTEM, The City of Newport AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

- 1. Services.** SL agrees to grant The City of Newport access to and use of the System through the SafePersonnel.com Subscription Internet sites operated by SL. SL retains the rights and title to the System, its software, code, related documentation, and to all copyrighted materials associated with such the System. The City of Newport is prohibited from making copies of the System or any portions thereof from the Internet without the expressed written consent of SL. The City of Newport may not sublicense its rights under this Agreement without the express written consent of SL.
- 2. Restrictions.** The System contains copyrighted materials, trade secrets and other proprietary materials. In order to protect them, and except as permitted by applicable legislation, The City of Newport may not decompile, reverse engineer, disassemble, or otherwise reduce the System to a human-perceivable form. The City of Newport may not modify, network, rent, lease, loan, distribute, or create derivative works based upon the System in whole or in part without the expressed written permission of SL.
- 3. Privacy.** Scenario Learning LLC takes care to respect the privacy of its customers and is the sole guardian of the school employee information collected to populate its subscription Internet sites. SL will not sell or rent this information to third parties in any way under any condition. However, SL will make all The City of Newport client training data available to The City of Newport designated management during the licensing period. SL recognizes that The City of Newport may also periodically upload proprietary content to a SafePersonnel Internet subscription site. Any such uploaded content shall remain the sole intellectual property of The City of Newport, and SL acknowledges that it is acting as a temporary host to such content.
- 4. Termination.** The "Term" of this Agreement shall be from the Effective Date to the Renewal Date. This Agreement shall automatically renew (the "Renewal Term") upon the Renewal Date unless The City of Newport provides written notice to SL 60 days before the Renewal Date that it wishes to discontinue use of the System. If no written notice is provided, SL shall invoice The City of Newport for the usage fee due for the Renewal Term, which shall be paid prior to commencement of the Renewal Term. The City of Newport may terminate this Agreement with 60 days written notice at any time by destroying related documentation and notifying SL of the intention to discontinue service. This Agreement will terminate immediately without notice from SL if The City of Newport fails to comply with any provision of this Agreement. Upon termination, The City of Newport must destroy related documentation and remove all Internet links to SafePersonnel on The City of Newport's hardware or software.
- 5. Export Law Assurances.** The City of Newport agrees and certifies that neither the System nor any other technical data received from SL nor the System itself thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the System has been rightfully used by The City of Newport outside of the United States, The City of Newport agrees that The City of Newport will not re-export the



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System nor any other technical data received from SL nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulation of the jurisdiction in which you accessed the System.

6. **Limited Warranty on Media.** SL warrants the servers on which the System is hosted to be free from defects in materials and workmanship under normal use for the duration of the Term and any Renewal Terms. Should there be any temporary service disruption, SL's entire liability and The City of Newport's exclusive remedy will be restoration of the disrupted portion of the System.
7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE SYSTEM OR RELATED DOCUMENTATION, EVEN IF SL OR AN SL APPROVED NAME, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE ABOVE LIMITATIONS OR THIS EXCLUSION MAY NOT APPLY TO THE NAME.
8. **Controlling Law and Severability.** This Agreement shall be governed by and constructed in accordance with the law of the United States and the State of Ohio. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. SL's failure or delay to exercise any right or remedy under this Agreement shall not operate as a waiver thereof.
9. **Assignability.** This Agreement and any rights or obligation contains herein shall be assignable by SL. This Agreement shall not be assignable by The City of Newport without written permission from SL.
10. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the use of the System, the related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of the Agreement will be binding unless in writing and signed by a duly authorized representative of SL.



**SafePersonnel Training System
Subscription Agreement**

Signed by the parties to this agreement on 8-22-16

Signature:

[Handwritten Signature]

Name:

Spencer R. Nebel

Title:

City Manager

Street Address:

169 SW Coast Highway

City:

Newport

State/Province, Zip:

OR 97365

President/CEO, Scenario Learning LLC.

Signature:

[Handwritten Signature]

Publisher's Name:

Brian Taylor

Title:

President/CEO

Address:

Scenario Learning LLC

2135 Dana Avenue, Suite 300

Cincinnati, OH 45207